

## **Terms and conditions of purchase and ordering of Martin Krandick Tiefdruckgravuren GmbH Co. KG**

### **1.0. validity**

1.1. These terms and conditions of purchase and ordering apply exclusively to transactions with merchants, legal entities under public law or special funds under public law.

1.2. We place orders exclusively on the basis of these terms and conditions of purchase and ordering. Acceptance of our order shall be deemed to constitute acceptance of these terms and conditions, waiving any conflicting terms and conditions of sale or delivery; this shall also apply if we do not expressly object to any conflicting terms and conditions of the supplier.

1.3. Other terms and conditions shall only be binding if they have been accepted by us in writing; in such cases, our terms and conditions of purchase and ordering shall apply in addition.

1.4. These Terms and Conditions of Purchase and Order apply in particular – but not exclusively – to contracts for the sale and/or delivery of movable goods ('goods'), regardless of whether the supplier manufactures the goods itself or purchases them from suppliers.

1.5. In these Terms and Conditions of Purchase and Order, the term 'in writing' means in written or text form (e.g. letter, e-mail, fax).

### **2.0. contract conclusion**

2.1. The supplier must adhere precisely to our request in the quotation. In the event of deviations from the request, the supplier must expressly point this out in its quotation.

2.2. The quotation must be provided free of charge and does not constitute any obligation on our part as the requesting party.

2.3. Our order shall only be considered binding once it has been submitted or confirmed in writing. The supplier must notify us of any obvious errors (e.g. typing or calculation errors) and omissions in the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise, the contract shall be deemed not to have been concluded.

2.4. If we place an order in advance by telephone, the supplier is obliged to immediately check his and our previous information upon receipt of the written order and to notify us as the purchaser of any discrepancies immediately.

2.5. The supplier is obliged to confirm our order in writing within a period of two weeks or, in particular, to execute it without reservation by dispatching the goods (acceptance). After expiry of this period, we are no longer bound by our offer (order). Late acceptance shall be deemed a new offer and requires acceptance by us, whereby we are entitled to a period of two weeks.

2.6. The supplier is obliged to treat information from enquiries and orders as confidential and only make it available to third parties with our consent.

2.7. The documents belonging to the supplier's offer – in particular the technical data and descriptions contained therein – samples or specimens are binding.

### **3.0. Letter and invoice**

3.1. All correspondence and invoices from the supplier must include: the complete order number, order date, customer reference and supplier number.

3.2. Invoices must be sent digitally – in a legally acceptable form – to [invoice@krandick-tiefdruck.de](mailto:invoice@krandick-tiefdruck.de).

### **4.0. Prices and costs**

4.1. The price stated in the order is binding. All prices include statutory value added tax, unless this is shown separately.

4.2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

4.3. If tests are planned for the delivery item, the supplier shall bear the material and personnel costs of the tests; we shall bear our personnel costs for the tests.

### **5.0. terms of payment**

5.1. Payment shall be made on condition that we have received an invoice containing the information required under Section 14(4) of the Value Added Tax Act.

5.2. The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice, unless otherwise expressly agreed. If we make payment within 14 calendar days, the seller shall grant us a 2% discount on the net amount of the invoice, unless otherwise agreed. In the case of bank transfers, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.

5.3. Payment does not constitute acceptance of the delivery or confirmation of proper delivery.

5.4. The assignment of claims against us is excluded, insofar as this is permissible under Section 354a of the German Commercial Code (HGB).

5.5. We shall be entitled to set-off and retention rights and to the defence of non-performance of the contract to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we still have claims against the seller for incomplete or defective performance.

5.6. The supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

5.7. We shall not owe any interest on arrears. The interest on arrears shall be 5 percentage points above the base rate per annum.

### **6.0. Delivery time and delay in delivery**

6.1. The delivery time (delivery date or delivery period) specified by us in the order is binding.

6.2. Unless otherwise agreed, the delivery period shall commence upon conclusion of the contract.

6.3. The supplier is obliged to inform us of any circumstances that may lead to a delay in delivery.

6.4. If the supplier fails to perform or does not perform within the agreed delivery period, or if the supplier is in default, our rights – in particular to withdrawal and compensation – shall be determined in accordance with the statutory provisions.

6.5. If the supplier is in default, we may – in addition to further legal claims – demand lump-sum compensation for our damage caused by the delay in the amount of 0.5% of the net order value for each week or part thereof of the delay in delivery, but not more than 5% of the net price of the goods delivered late. We reserve the right to prove that we have incurred higher damages. The supplier reserves the right to prove that we have incurred no damages at all or only significantly lower damages.

6.6. If we accept a delayed performance, we shall assert an agreed contractual penalty in deviation from Section 341 (3) of the German Civil Code (BGB) at the latest with the final payment.

#### **7.0. Performance, delivery and transfer of risk**

7.1. The supplier shall be fully responsible for the procurement of the goods and the necessary supplies and services – even if through no fault of its own (full assumption of the procurement risk), unless otherwise agreed in individual cases (e.g. restriction to stock).

7.2. Unless personal performance has been agreed, the supplier is entitled to use third parties to fulfil its contractual obligations, unless there is an important reason not to do so, in particular if, from an objective point of view, the third party does not offer a guarantee of performance in accordance with the contract. Such contract-specific reasons may include, for example, the need for specialised knowledge, official approvals or compliance with safety regulations.

7.3. The supplier is not entitled to make partial deliveries without our prior consent.

7.4. Delivery within Germany shall be 'free domicile' to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery shall be made to our place of business in Vreden. The respective destination is also the place of performance (obligation to deliver).

7.5. When a delivery is shipped, a shipping notification must be sent to our purchasing department no later than the day of dispatch.

7.6. Shipping is always at the supplier's risk, regardless of the form of shipping, the shipping route, the means of shipping and the recipient's address. The risk of accidental loss and accidental deterioration of the goods shall pass to us upon delivery at the place of performance. Transport insurance shall be covered by the supplier.

7.7. The statutory provisions shall apply to the occurrence of our default of acceptance. However, the seller must expressly offer us his performance even if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the seller may demand compensation for his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-fungible item to be manufactured by the supplier (custom-made product), the supplier shall only be entitled to rights beyond compensation for additional expenses if we have undertaken to cooperate and are responsible for the failure to cooperate.

#### **8.0. retention of title**

8.1. The transfer of ownership of the goods to us must take place unconditionally and regardless of payment of the price.

8.2. However, if, in individual cases, we accept an offer of transfer of ownership from the supplier conditional upon payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we shall remain authorised to resell the goods even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, simple retention of title extended to resale shall apply). This excludes all other forms of retention of title, in particular extended retention of title, transferred retention of title and retention of title extended to further processing.

8.3. Any processing, mixing or combining (further processing) of items provided by the seller shall be carried out on our behalf. The same shall apply to any further processing of the delivered goods by us, so that we shall be deemed the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

8.4. Reproduction templates, reproduction data, data carriers, storage media and all other documents that the supplier receives from us for the purpose of providing services shall remain our property and shall be returned to us at the latest upon termination of the contract. The materials provided by us or the content stored and displayed therein are protected by copyright and are only made available to the supplier for their intended use.

#### **9.0. Defective delivery and quality requirements**

9.1. Unless otherwise specified below, our rights in the event of material defects and defects of title in the goods (including incorrect and short deliveries as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier shall be governed by the statutory provisions.

9.2. If the quality specifications are not clearly stated in the order or in the accompanying drawings, or if it is not possible to deliver the material qualities requested or agreed by us on the agreed delivery dates, we must be consulted in all cases.

9.3. In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. Even in the event of only insignificant deviations from the agreed quality or only insignificant impairment of usability, we shall be entitled to withdraw from the contract and claim damages instead of (full) performance.

9.4. Notwithstanding Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall be entitled to claims for defects without restriction even if we were unaware of the defect at the time of conclusion of the contract as a result of gross negligence.

9.5. The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Our obligation to inspect is limited to defects that are apparent during our incoming goods inspection upon external examination, including the delivery documents (e.g. transport damage, incorrect or short delivery) or that are recognisable during our quality control in random sampling. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on

to what extent an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our obligation to examine the goods, our notice of defects shall in any case be deemed to have been given immediately and in good time if it is sent within five working days of discovery or, in the case of obvious defects, within five working days of receipt of the goods at our goods receiving department. If defects only become apparent during subsequent more intensive examination (e.g. laboratory tests on chemical composition, complicated measurements or assessments), it shall be deemed to be in good time if these defects are reported within two weeks of receipt of the goods in our warehouse.

9.6. The supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it transpires that there was in fact no defect. Our liability for damages in the event of unjustified claims for the rectification of defects remains unaffected; however, we shall only be liable in this respect if we recognised or failed to recognise through gross negligence that there was no defect.

9.7. Notwithstanding our statutory rights and the provisions in paragraph 9.6, the following shall apply: If the supplier fails to fulfil its obligation to remedy the defect – at our discretion, either by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the supplier for the necessary expenses or a corresponding advance payment. If the subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or the threat of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances immediately, if possible in advance. If rectification is required, the rectification shall be deemed to have failed after the first unsuccessful attempt at rectification.

9.8. In all other respects, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions, i.e. even in the case of only a minor deviation from the agreed quality or only a minor impairment of usability. In addition, we shall be entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions.

#### **10.0. Liability of the supplier for damages**

The supplier shall be liable to us for any damage caused by him or his vicarious agents in full and for any degree of fault in accordance with the statutory provisions.

#### **11.0. Reporting obligations and producer liability**

11.1. The supplier shall inform us immediately of any findings regarding safety-related defects or abnormalities in the contractual products or the components contained therein. In particular, the supplier shall provide us with the information required for reporting to domestic and foreign government agencies in the necessary form.

11.2. If the supplier is responsible for product damage, they shall indemnify us against third-party claims to the extent that the cause lies within their sphere of control and organisation and they are liable in their external relations.

11.3. As part of their indemnification obligation, the supplier shall reimburse expenses in accordance with Sections 683 and 670 of the German Civil Code (BGB) arising from

or in connection with claims by third parties, including recall campaigns carried out by us. We shall inform the supplier of the content and scope of recall measures and give them the opportunity to comment. Further legal claims remain unaffected.

11.4. The supplier shall take out and maintain, at its own expense, product liability insurance with a sum insured appropriate to the risk of damage for personal injury and property damage; unless otherwise agreed in individual cases, this insurance does not need to cover the risk of recall or punitive or similar damages.

#### **12.0. statute of limitations**

12.1. The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.

12.2. Notwithstanding Section 438 (1) No. 3 BGB and Section 634a (1) No. 1 BGB, the general limitation period for claims for defects shall be three years. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third-party claims for surrender of property (§ 438 (1) No. 1 BGB) shall remain unaffected; Claims arising from defects of title shall not become time-barred in any case as long as the third party can still assert the right against us, in particular due to the absence of a limitation period.

12.3. The limitation periods under sales law, including the above extension, apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods under sales law leads to a longer limitation period in individual cases.

12.4. The limitation period for defects leading to subsequent performance shall recommence upon completion of the subsequent performance measure. Longer statutory limitation periods shall remain unaffected, as shall further provisions on the suspension of expiry, the suspension and the recommencement of periods.

#### **13.0. documents**

All drawings, standards, guidelines and other documents provided to the supplier by us for the manufacture of the delivery item, as well as documents produced by the supplier in accordance with our specific instructions, remain our property and may not be used by the supplier for other purposes, reproduced or made available to third parties.

#### **14.0. Promotional material/reference**

Reference to the existing business relationship with us in information and advertising material is only permitted with our express written consent.

#### **15.0. Applicable law and place of jurisdiction**

15.1. The contractual relationship between us and the supplier shall be governed by the laws of the Federal Republic of Germany, excluding any provisions that refer to another legal system.

15.2. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply.

15.3. Notwithstanding the provision on the place of payment specified in Article 57 CISG (United Nations Convention on Contracts for the International Sale of Goods), our registered office shall be deemed the place of performance for the fulfilment of payment obligations.

15.4. If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Vreden. The same shall apply if the supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB). However, we shall also be entitled in all cases to bring legal action at the place of performance of the delivery obligation in accordance with these Terms and Conditions of Purchase or a prior individual agreement, or at the general place of jurisdiction of the supplier. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

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